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10 Attorneys for Plaintiff,  
11 DEANNA CHAN

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14

15 DEANNA CHAN,

16 Plaintiff,

17 vs.  
18

19 HARTFORD LIFE AND ACCIDENT  
20 INSURANCE COMPANY, AND  
21 LOYOLA MARYMOUNT  
22 UNIVERSITY WELFARE BENEFITS  
PLAN,

23 Defendant.  
24

CASE NO.

BREACH OF THE EMPLOYEE  
RETIREMENT INCOME SECURITY  
ACT OF 1974; ENFORCEMENT AND  
CLARIFICATION OF RIGHTS;  
PREJUDGMENT AND  
POSTJUDGMENT INTEREST; AND  
ATTORNEYS' FEES AND COSTS

25 Plaintiff, Deanna Chan, herein sets forth the allegations of her Complaint  
26 against Defendants Hartford Life and Accident Insurance Company and Loyola  
27 Marymount University Welfare Benefits Plan.  
28

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## PRELIMINARY ALLEGATIONS

1  
2 1. “Jurisdiction” – This action is brought under 29 U.S.C. §§ 1132(a), (e),  
3 (f) and (g) of the Employee Retirement Income Security Act of 1974 (hereinafter  
4 “ERISA”) as it involves a claim by Plaintiff for employee benefits under an employee  
5 benefit plan regulated and governed under ERISA. Jurisdiction is predicated under  
6 these code sections as well as 28 U.S.C. § 1331 as this action involves a federal  
7 question. This action is brought for the purpose of recovering benefits under the terms  
8 of an employee benefit plan, enforcing Plaintiff’s rights under the terms of an  
9 employee benefit plan, and to clarify Plaintiff’s rights to future benefits under the  
10 employee benefit plan named as a Defendant. Plaintiff seeks relief, including but not  
11 limited to, payment of the correct amount of benefits due her under her plan,  
12 prejudgment and postjudgment interest, reinstatement to the benefit plan at issue  
13 herein, and attorneys’ fees and costs.

14 2. Plaintiff was at all times relevant, an employee of Loyola Marymount  
15 University, and is currently a resident in the County of Los Angeles, State of  
16 California.

17 3. Plaintiff is informed and believes that Defendant Hartford Life and  
18 Accident Insurance Company (“Hartford”) is a corporation with its principal place of  
19 business in the State of Connecticut, authorized to transact and transacting business in  
20 the Central District of California and can be found in the Central District of  
21 California.

22 4. Plaintiff is informed and believes that Defendant Loyola Marymount  
23 University Welfare Benefits Plan (“LTD Plan”) is an employee welfare benefit plan  
24 regulated by ERISA, established by Loyola Marymount University, under which  
25 Plaintiff is and was a participant, and pursuant to which Plaintiff is entitled to Long  
26 Term Disability (“LTD”) benefits. Pursuant to the terms and conditions of the LTD  
27 Plan, Plaintiff is entitled to LTD benefits for the duration of Plaintiff’s disability, for  
28 so long as Plaintiff remains disabled as required under the terms of the LTD Plan. The

1 LTD Plan is doing business in this judicial district, in that it covers employees  
2 residing in this judicial district.

3 5. Plaintiff is informed and believes that Hartford is the insurer of benefits  
4 under the LTD Plan, Policy Number GLT402280, and acted in the capacity of the plan  
5 insurer and plan claims administrator.

6 6. Plaintiff is informed and believes that Policy Number GLT402280 was  
7 issued with the intent to provide long term disability coverage to residents of the State  
8 of California.

9 7. Plaintiff is informed and believes that the Policy was in effect after  
10 January 1, 2012. The policy had an annual contract year commencing January 1, 2012.

11 8. The Policy was renewed after January 1, 2012.

12 9. Plaintiff is informed and believes that the Policy had an anniversary date  
13 after January 1, 2012.

14 **FIRST CLAIM FOR RELIEF**

15 **AGAINST THE HARTFORD LIFE AND ACCIDENT INSURANCE**  
16 **COMPANY AND LOYOLA MARYMOUNT UNIVERSITY LONG TERM**  
17 **DISABILITY PLAN FOR PLAN BENEFITS, ENFORCEMENT AND**  
18 **CLARIFICATION OF RIGHTS, PREJUDGMENT AND POSTJUDGMENT**  
19 **INTEREST, AND ATTORNEYS' FEES AND COSTS**

20 **(29 U.S.C. § 1132(a)(1)(B))**

21 10. Plaintiff incorporates by reference all preceding paragraphs as though  
22 fully set forth herein.

23 11. At all times relevant, Plaintiff was employed by Loyola Marymount  
24 University, and was a covered participant under the terms and conditions of the LTD  
25 Plan.

26 12. During the course of Plaintiff's employment, Plaintiff became entitled to  
27 benefits under the terms and conditions of the LTD Plan. Specifically, while Plaintiff  
28

1 was covered under the LTD Plan, Plaintiff suffered a disability rendering Plaintiff  
2 disabled as defined under the terms of the LTD Plan.

3 13. Pursuant to the terms of the LTD Plan, Plaintiff made a claim to Hartford  
4 for LTD benefits under the LTD Plan. Hartford assigned Plaintiff claim number  
5 9005084492.

6 14. On or about February 27, 2018, Defendant erroneously and wrongfully  
7 denied Plaintiff's claim for LTD benefits.

8 15. On or about October 1, 2018, Plaintiff timely appealed the denial of her  
9 claim for LTD benefits. In said appeal, plaintiff requested the opportunity to review  
10 and comment on any expert opinions obtained by Hartford during the appeal:

11 To the extent that Hartford determines, during the course of the appeal,  
12 that it wishes to consult or retain additional consultants, reviewers or  
13 vendors, not identified in the original file provided to Ms. Chan,  
14 particularly insofar as they may relate to any new evidence or  
15 information, we request the opportunity to comment on any reports by  
16 said vendors or physicians prior to the ultimate decision on appeal. *See,*  
17 *Salomaa v. Honda Long Term Disability Plan, 642 F.3d 666 (9th Cir.*  
18 *2011).* *See also* Department of Labor Regulatory Rules and Regulations  
19 regarding Claims Procedure for Plans Providing Disability Benefits, 29  
20 *CFR Part 2560 RIN 1210-AB39, Federal Register Vol. 81, No. 243*  
21 *December 19, 2016* ("The objective of these provisions is to ensure the  
22 claimant's ability to obtain a full and fair review of denied disability  
23 claims by explicitly providing that claimants have a right to review and  
24 respond to new or additional evidence or rationales developed by the plan  
25 during the pendency of the appeal, as opposed merely to having a right to  
26 such information on request only after the claim has already been denied  
27 on appeal, as some courts have held under the Section 503 Regulation....  
28

1           16. Upon information and belief, plaintiff alleges that Hartford contends that  
2 it upheld its claim decision on or about November 13, 2018. Plaintiff was not notified  
3 of said decision until January 11, 2019.

4           17. Despite plaintiff's request, Hartford did not give plaintiff the opportunity  
5 to review or comment on reports commissioned by Hartford during the appellate  
6 review of the claim.

7           18. Defendants Hartford and the LTD Plan breached the Plan and violated  
8 ERISA in the following respects:

9           (a) They failed to pay LTD benefit payments to Plaintiff at a time  
10 when Defendants knew, or should have known, that Plaintiff was entitled to  
11 those benefits under the terms of the LTD Plan, as Plaintiff was disabled and  
12 unable to work and therefore entitled to benefits;

13           (b) They failed to provide a prompt and reasonable explanation of  
14 the basis relied on under the terms of the LTD Plan documents, in relation to  
15 the applicable facts and LTD Plan provisions, for the denial of Plaintiff's  
16 claims for LTD benefits;

17           (c) After Plaintiff's claim was effectively denied, Hartford failed to  
18 adequately describe to Plaintiff any additional material or information  
19 necessary for Plaintiff to perfect her claim along with an explanation of why  
20 such material is or was necessary;

21           (d) They failed to properly and adequately investigate the merits of  
22 Plaintiff's disability claim and failed to provide a full and fair review of  
23 Plaintiff's claim.

24           (e) They failed to give plaintiff the opportunity to review and  
25 comment on reports generated during the appeal, depriving plaintiff of her  
26 right of full and fair review.

27           19. Plaintiff is informed and believes and thereon alleges that Defendants  
28 wrongfully denied her disability benefits under the LTD Plan by other acts or

1 omissions of which Plaintiff is presently unaware, but which may be discovered in  
 2 this future litigation and which Plaintiff will immediately make Defendants aware of  
 3 once said acts or omissions are discovered by Plaintiff.

4 20. Following the denial of benefits under the LTD Plan, Plaintiff exhausted  
 5 all administrative remedies required under ERISA, and Plaintiff has performed all  
 6 duties and obligations on Plaintiff's part to be performed under the LTD Plan.

7 21. As a proximate result of the aforementioned wrongful conduct of the  
 8 LTD Plan and Hartford, and each of them, Plaintiff has damages for loss of disability  
 9 benefits in a total sum to be shown at the time of trial.

10 22. As a further direct and proximate result of this improper determination  
 11 regarding Plaintiff's LTD claim, Plaintiff, in pursuing this action, has been required to  
 12 incur attorneys' costs and fees. Pursuant to 29 U.S.C. § 1132(g)(1), Plaintiff is entitled  
 13 to have such fees and costs paid by Defendants.

14 23. The wrongful conduct of the LTD Plan and Hartford has created  
 15 uncertainty where none should exist, therefore, Plaintiff is entitled to enforce her rights  
 16 under the terms of the LTD Plan and to clarify her right to future benefits under the  
 17 terms of the LTD Plan.

## 18 **REQUEST FOR RELIEF**

19 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

- 20 1. Payment of disability benefits due Plaintiff;
- 21 2. An order declaring that Plaintiff is entitled to an award of her LTD  
 22 benefits, and that benefits are to continue to be paid under the LTD Plan for so long as  
 23 Plaintiff remains disabled under the terms of the LTD Plan;
- 24 3. In the alternative to the relief sought in paragraphs 1 and 2, an order  
 25 remanding Plaintiff's claim to the claims administrator to the extent any new facts or  
 26 submissions are to be considered;
- 27 4. Pursuant to 29 U.S.C. § 1132(g), payment of all costs and attorneys' fees  
 28 incurred in pursuing this action;

1           5.     Payment of prejudgment and post-judgment interest as allowed for under  
2 ERISA; and

3           6.     Such other and further relief as this Court deems just and proper.

4  
5 DATED: February 1, 2019

KANTOR & KANTOR, LLP

6  
7 By /s/ Corinne Chandler

8 Corinne Chandler

9 Attorney for Plaintiff

10 Deanna Chan  
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